

**MASTER DEVELOPMENT AGREEMENT  
FOR  
DEER WATER RESORTS**

May \_\_, 2017

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(toc is NOT correct)

**WHEN RECORDED, RETURN TO:**

Bruce R. Baird  
Bruce R. Baird PLLC  
2150 south 1300 East # 500  
Salt Lake Town, UT 84106

**MASTER DEVELOPMENT AGREEMENT  
FOR  
DEER WATERS RESORT**

THIS MASTER DEVELOPMENT AGREEMENT is made and entered as of the  
— day of May, 2017, by and between the Town of Hideout, a political subdivision of the  
State of Utah, and Western States Ventures, L.L.C. a Utah limited liability company.

**RECITALS**

- A. The capitalized terms used in these Recitals are defined in Section 1.2, below.
- B. Developer owns and is developing the Property.
- C. The Jordanelle Special Service District owns the JSSD Parcel;
  - A. Developer intends as a part of the Project to purchase the JSSD Parcel and dedicate the JSSD Parcel to Hideout;
  - B. Developer and the Town desire that the Property be developed in a unified and consistent fashion pursuant to the Concept Plan and this MDA.
  - C. Development of the Property pursuant to this MDA is acknowledged by the parties to be consistent with LUDMA and the Zoning Ordinance and to operate to the benefit of the Town, Developer, and the general public.
  - D. The Town Council has reviewed this MDA, including the Concept Plan, and determined that it is consistent with the Act, the Zoning Ordinance and development

of the Property.

E. The parties acknowledge that development of the Property pursuant to this MDA will result in planning and economic benefits to the Town and its residents by, among other things requiring orderly development of the Property, increasing property tax and other revenues to the Town based on improvements to be constructed on the Property.

F. Development of the Property pursuant to this MDA will also result in benefits to Developer by providing assurances to Developer that it will have the ability to develop the Property in accordance with this MDA.

G. Developer and the Town have cooperated in the preparation of this MDA.

H. The parties desire to enter into this MDA to specify the rights and responsibilities of the Developer to develop the Property as expressed in this MDA and the rights and responsibilities of the Town to allow and regulate such development pursuant to the requirements of this MDA.

I. The parties understand and intend that this MDA is a “development agreement” within the meaning of, and entered into pursuant to the terms of Utah Code Ann. §10-9a-102 (2017).

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town Developer hereby agree to the following:

## TERMS

### **1. Incorporation of Recitals and Exhibits/ Definitions.**

1. **Incorporation.** The foregoing Recitals and Exhibits “A” - “D” are hereby incorporated into this MDA.
2. **Definitions.** As used in this MDA, the words and phrases specified below shall have the following meanings:
  1. **Act** means the Land Use, Development, and Management Act, Utah Code Ann. §§ 10-9a-101, *et seq.* (2016).
  2. **Administrator** means the person designated by the Town as the Administrator of this MDA.
  3. **Applicant** means a person or entity submitting a Development Application.
  4. **Buildout** means the completion of all of the development on the entire Project in accordance with the approved plans.
  5. **Concept Plan** means that plan for the development of the Project attached as Exhibit “B”.
  6. **Council** means the elected Town Council of the Town.
  7. **Default** means a material breach of this MDA as specified herein.
  8. **Denied** means a formal denial issued by the final decision-making body of the Town for a particular type of Development Application but does not include review comments or “redlines” by Town staff.
  9. **Developer** means Western States Ventures, L.L.C., a Utah limited liability Company, and its assignees or transferees as permitted by this MDA.
  10. **Development** means the development of a portion of the Property pursuant to an approved Development Application.

11. **Development Application** means an application to the Town for development of a portion of the or any other permit, certificate or other authorization from the Town required for development of the Project.
12. **JSSD Parcel** means approximately 11.16 acres of property, Tax ID No. 00-0020-8391 and 00-0020-8390 that is currently within the boundaries of Hideout.
13. **Longview Drive** means that portion of Longview Drive as illustrated on the Concept Plan, Exhibit "D".
14. **Maximum Residential Units** means the development on the Property of 112 (112) Residential Dwelling Units.
15. **MDA** means this Master Development Agreement including all of its Exhibits.
16. **Notice** means any notice to or from any party to this MDA that is either required or permitted to be given to another party.
17. **Project** means the total development to be constructed on the Property pursuant to this MDA with the associated public and private facilities, and all of the other aspects approved as part of this MDA.
18. **Property** means that approximately 37.68 (37.68) acres of real property Owned by to be developed by Developer more fully described in Exhibit "A".
19. **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to the Town as a condition of the approval of a Development Application.

20. **Residential Dwelling Unit** means a structure or portion thereof designed and intended for use as a single-family residence.
21. **Town** means the Town of Hideout, a political subdivision of the State of Utah.
22. **Town Consultants** means those outside consultants employed by the Town in various specialized disciplines such as traffic, hydrology or drainage for reviewing certain aspects of the development of the Project.
23. **Town's Future Laws** means the ordinances, policies, standards, procedures and processing fee schedules of the Town which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and which may or may not be applicable to the Development Application depending upon the provisions of this MDA.
24. **Town's Vested Laws** means the ordinances, policies, standards and procedures of the Town in effect as of the date of this MDA, a digital copy of which is attached as Exhibit "C".
25. **Zoning Ordinance** means the Town's Land Use and Development Ordinance adopted pursuant to the Act that was in effect as of the date of this MDA as a part of the Town's Vested Laws.

**2. Effect of MDA.** This MDA shall be the sole agreement between the parties related to the Project.

**3. Development of the Project.**

1. **Compliance with the Concept Plan and this MDA.** Development of the Project shall be in accordance with the Town's Vested Laws, the Town's Future Laws (to

the extent that these are applicable as otherwise specified in this MDA), the Concept Plan and this MDA.

2. **Maximum Residential Units.** At Buildout of the Project, Developer shall be entitled to have developed the Maximum Residential Units as specified in and pursuant to this MDA.

#### **4. Zoning and Vested Rights.**

1. **Zoning.** The Town has zoned the Property as Mountain.
2. **Vested Rights Granted by Approval of this MDA.** To the maximum extent permissible under the laws of Utah and the United States and at equity, the Town, Developer intend that this MDA grants Developer all rights to develop the Project in fulfillment of this MDA, the Town's Vested Laws and the Concept Plan except as specifically provided herein. The Parties intend that the rights granted to Developer under this MDA are contractual and also those rights that exist under statute, common law and at equity. The parties specifically intend that this MDA grant to Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509 (2017).
3. **Exceptions.** The restrictions on the applicability of the Town's Future Laws to the Project as specified in Section 4.2 are subject to only the following exceptions:
  1. Developer Agreement. Town's Future Laws that Developer agrees in writing to the application thereof to the Project;
  2. State and Federal Compliance. Town's Future Laws which are generally



applicable to all properties in the Town and which are required to comply with State and Federal laws and regulations affecting the Project;

3. Codes. Town's Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;
4. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the Town to all properties, applications, persons and entities similarly situated; or,
5. Fees. Changes to the amounts of fees (but not changes to the times provided in the Town's Vested Laws for the imposition or collection of such fees) for the processing of Development Applications that are generally applicable to all development within the Town (or a portion of the Town as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law.
6. Planning and Zoning Modification. Changes by the Town to its planning principles and design standards such as architectural or design requirements, setbacks or similar items so long as such changes do not work to reduce the Maximum Residential Units, are generally applicable across the entire Town

to the respective Zones within the Project and do not materially and unreasonably increase the costs of any Development.

7. Compelling, Countervailing Interest. Laws, rules or regulations that the Town's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2017).

5. **Term of Agreement.** The term of this MDA shall be until December 31, 2022.

This MDA shall also terminate automatically at Buildout.

#### **6. Processing of Development Applications.**

1. **Town Denial of a Development Application.** If the Town denies a Development Application the Town shall provide a written determination advising the Applicant of the reasons for denial including specifying the reasons the Town believes that the Development Application is not consistent with this MDA, and/or the Town's Vested Laws (or, if applicable, the Town's Future Laws).
2. **Meet and Confer regarding Development Application Denials.** The Town and Applicant shall meet within fifteen (15) business days of any Denial to resolve the issues specified in the Denial of a Development Application.
3. **Mediation of Development Application Denials.**
  1. Issues Subject to Mediation. Issues resulting from the Town's Denial of a Development Application that are not subject to arbitration provided in Section 6.9 shall be mediated.
  2. Mediation Process. If the Town and Applicant are unable to resolve a

disagreement subject to mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator with knowledge of the legal issue in dispute. If the parties are unable to agree on a single acceptable mediator they shall each, within ten (10) business days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Applicant shall pay the fees of the chosen mediator. The chosen mediator shall within fifteen (15) business days, review the positions of the parties regarding the mediation issue and promptly attempt to mediate the issue between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties.

4. **Arbitration of Development Application Objections.**

1. Issues Subject to Arbitration. Issues regarding the Town's Denial of a Development Application that are subject to resolution by scientific or technical experts such as traffic impacts, water quality impacts, pollution impacts, etc. are subject to arbitration.
2. Mediation Required Before Arbitration. Prior to any arbitration the parties shall first attempt mediation as specified in Section 6.8.
3. Arbitration Process. If the Town and Applicant are unable to resolve an issue through mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable expert in the professional discipline(s) of the

issue in question. If the parties are unable to agree on a single acceptable arbitrator they shall each, within ten (10) business days, appoint their own individual appropriate expert. These two experts shall, between them, choose the single arbitrator. Applicant shall pay the fees of the chosen arbitrator. The chosen arbitrator shall within fifteen (15) business days, review the positions of the parties regarding the arbitration issue and render a decision. The arbitrator shall ask the prevailing party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the arbitrator's decision shall be final and binding upon both parties. If the arbitrator determines as a part of the decision that the Town's or Applicant's position was not only incorrect but was also maintained unreasonably and not in good faith then the arbitrator may order the Town or Applicant to pay the arbitrator's fees.

**7. Application Under Town's Future Laws.** Without waiving any rights granted by this MDA, Developer may at any time, choose to submit a Development Application for some or all of the Project under the Town's Future Laws in effect at the time of the Development Application so long as Developer and any is not in current breach of this Agreement. Any Development Application filed for consideration under the Town's Future Laws shall be governed by all portions of the Town's Future Laws related to the Development Application. The election by Developer at any time to submit a Development Application under the Town's Future Laws shall not be construed to prevent Developer from relying for other Development Applications on the Town's

Vested Laws.

**8. Tax Benefits.** The Town acknowledges that or Developer may seek and qualify for certain tax benefits by reason of conveying, dedicating, gifting, granting or transferring portions of the Property and/or the JSSD Parcel to the Town. Developer shall have the sole responsibility to claim and qualify for any tax benefits sought by Developer by reason of the foregoing. The Town shall reasonably cooperate with Developer to the maximum extent allowable under law to allow Developer to take advantage of any such tax benefits.

**9. Public Infrastructure.**

1. **Construction by Developer.** Developer shall have the right and the obligation to construct or cause to be constructed and installed all Public Infrastructure reasonably and lawfully required as a condition of approval of the Development Application.
2. **Bonding.** If and to the extent required by the Town's Vested Laws, unless otherwise provided by Chapter 10-9a of the Utah Code as amended, security for any Public or private Infrastructure is required by the Town it shall provide in a form acceptable to the Town as specified in the Town's Vested Laws. Partial releases of any such required security shall be made as work progresses based on the Town's Vested Laws.
3. **Longview Drive.** Developer shall construct Longview Drive to the standards specified in Chapter 7 Appendix # 1 of the Town's Code and dedicate Longview Drive to the Town. Such construction shall be commenced on or before June 1

June 1 2020 and completed on or before October 31, 2020.

10. **Model Homes.** The Town hereby authorizes Developer to construct up to four (4) model homes located as illustrated on Exhibit “B”. The Town will, subject to the normal approval of such building plans, issue building permits for these two model homes. Developer acknowledges that Certificates of Occupancy for these homes will not be issued by the Town except as otherwise provided by the Town’s Code.

11. **Default.**

1. **Notice.** If Developer or the Town fails to perform their respective obligations hereunder or to comply with the terms hereof, the party believing that a Default has occurred shall provide Notice to the other party
2. **Contents of the Notice of Default.** The Notice of Default shall:
  1. **Specific Claim.** Specify the claimed event of Default;
  2. **Applicable Provisions.** Identify with particularity the provisions of any applicable law, rule, regulation or provision of this MDA that is claimed to be in Default;
  3. **Materiality.** Identify why the Default is claimed to be material; and
  4. **Optional Cure.** If the Town chooses, in its discretion, it may propose a method and time for curing the Default which shall be of no less than thirty (30) days duration.
3. **Meet and Confer, Mediation, Arbitration.** Upon the issuance of a Notice of Default the parties shall engage in the “Meet and Confer” and “Mediation” processes specified in Sections 6.2 and 6.3. If the claimed Default is subject to

Arbitration as provided in Section 6.4 then the parties shall follow such processes.

4. **Remedies.** If the parties are not able to resolve the Default by “Meet and Confer” or by Mediation, and if the Default is not subject to Arbitration then the parties may have the following remedies, except as specifically limited in 11.9:

1. Law and Equity. All rights and remedies available at law and in equity, including, but not limited to, injunctive relief and/or specific performance.
2. Security. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.
3. Future Approvals. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project.

5. **Public Meeting.** Before any remedy in Section 11.4 may be imposed by the Town the party allegedly in Default shall be afforded the right to attend a public meeting before the Town Council and address the Town Council regarding the claimed Default.

6. **Emergency Defaults.** Anything in this MDA notwithstanding, if the Town Council finds on the record that a default materially impairs a compelling, countervailing interest of the Town and that any delays in imposing such a default would also impair a compelling, countervailing interest of the Town then the Town may impose the remedies of Section 12.4 without the requirements of Sections 11.5. The Town shall give Notice to Developer of any public meeting at which an emergency default is to be considered and the Developer shall be allowed to address the Town Council at that meeting regarding the claimed

emergency Default.

7. **Extended Cure Period.** If any Default cannot be reasonably cured within thirty (30) days then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence.

8. **Limitation on Recovery for Default – No Damages.** Anything in this MDA notwithstanding no party shall be entitled to any claim for any monetary damages as a result of any breach of this MDA and each Party waives any claims thereto. The sole remedy available to , Developer or any shall be that of specific performance.

12.**Notices.** All notices required or permitted under this Amended Development Agreement shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

**To the Developer:**

Western States Venture, L.L.C.  
Attn: Mr. Nate Brockbank  
2265 East Murray Holladay Road  
Holladay, UT 84117

**With a Copy for Developer to:**

Bruce R. Baird, Esq.  
Bruce R. Baird PLLC  
2150 South 1300 East, Fifth Floor  
Salt Lake Town, UT 84106  
bbaird@difficultdirt.com



**To the Town:**

Town of Hideout  
Attn: Lynette Hallam  
10860 North Hideout Trail  
Hideout, UT 84036

1. **Effectiveness of Notice.** Except as otherwise provided in this MDA, each Notice shall be effective and shall be deemed delivered on the earlier of:
  1. Hand Delivery. Its actual receipt, if delivered personally, by courier service, or by facsimile provided that a copy of the facsimile Notice is mailed or personally delivered as set forth herein on the same day and the sending party has confirmation of transmission receipt of the Notice). If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.
  2. Electronic Delivery. Its actual receipt if delivered electronically by email provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending party has an electronic receipt of the delivery of the Notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.
  3. Mailing. On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any party may change its address for Notice under this MDA by giving written Notice to the other party in

accordance with the provisions of this Section.

2. **Estoppel Certificate.** Upon twenty (20) days prior written request by or Developer , the Town will execute an estoppel certificate to any third party certifying that , Developer , as the case may be, at that time is not in default of the terms of this Agreement.

3. **Headings.** The captions used in this MDA are for convenience only and a not intended to be substantive provisions or evidences of intent.

4. **No Third Party Rights/No Joint Venture.** This MDA does not create a joint venture relationship, partnership or agency relationship between the Town, or Developer. Further, the parties do not intend this MDA to create any third-party beneficiary rights. The parties acknowledge that this MDA refers to a private development and that the Town has no interest in, responsibility for or duty to any third parties concerning any improvements to the Property or unless the Town has accepted the dedication of such improvements at which time all rights and responsibilities—except for warranty bond requirements under Town’s Vested Laws and as allowed by state law—for the dedicated public improvement shall be the Town's.

5. **Assignability.** The rights and responsibilities of Developer under this MDA may be assigned in whole or in part by or Developer with the consent of the Town as provided herein.

1. **Sale of Lots.** Developer’s selling or conveying lots in any approved Subdivision to builders or end users shall not be deemed to be an “assignment” subject to the above-referenced approval by the Town.

2. **Related Entity.** Developer's transfer of all or any part of the Property to any entity "related" to Developer (as defined by regulations of the Internal Revenue Service in Section 165), Developer's entry into a joint venture for the development of the Project or or Developer's pledging of part or all of the Project as security for financing shall also not be deemed to be an "assignment" subject to the above-referenced approval by the Town unless specifically designated as such an assignment by the Developer. Developer shall give the Town Notice of any event specified in this sub-section within ten (10) days after the event has occurred. Such Notice shall include providing the Town with all necessary contact information for the newly responsible party.
3. **Notice.** Developer shall give Notice to the Town of any proposed assignment and provide such information regarding the proposed assignee that the Town may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the Town with all necessary contact information for the proposed assignee.
4. **Time for Objection.** Unless the Town objects in writing within twenty (20) business days of notice, the Town shall be deemed to have approved of and consented to the assignment.
5. **Partial Assignment.** If any proposed assignment is for less than all of Developer's rights and responsibilities then the assignee shall be responsible for the performance of each of the obligations contained in this MDA to which the assignee succeeds. Upon any such approved partial assignment, Developer shall

be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.

6. **Denial.** The Town may only withhold its consent if the Town is not reasonably satisfied of the assignee's financial ability to perform the obligations of Developer proposed to be assigned or there is an existing breach of a development obligation owed to the Town by the assignee or related entity that has not either been cured or in the process of being cured in a manner acceptable to the Town. Any refusal of the Town to accept an assignment shall be subject to the "Meet and Confer" and "Mediation" processes specified in Sections 6.5 and 6.7. If the refusal is subject to Arbitration as provided in Section 6.8 then the parties shall follow such processes.
7. **Assignees Bound by MDA.** Any assignee shall consent in writing to be bound by the assigned terms and conditions of this MDA as a condition precedent to the effectiveness of the assignment.

6. **No Waiver.** Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

7. **Severability.** If any provision of this MDA is held by a court of competent jurisdiction to be invalid for any reason, the parties consider and intend that this MDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this MDA shall remain in full force and affect.

8. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage.

9. **Time is of the Essence.** Time is of the essence to this MDA and every right or responsibility shall be performed within the times specified.

10. **Appointment of Representatives.** To further the commitment of the parties to cooperate in the implementation of this MDA, the Town, Developer each shall designate and appoint a representative to act as a liaison between the Town and its various departments and the Developer. The initial representative for the Town shall be the Dave Erichsen and the initial representative for Developer shall be Nate Brockbank. The parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the parties to this MDA and the development of the Project.

11. **Mutual Drafting.** Each party has participated in negotiating and drafting this MDA and therefore no provision of this MDA shall be construed for or against either party based on which party drafted any particular portion of this MDA.

12. **Applicable Law.** This MDA is entered into in Salt Lake County in the State of

Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

13. **Venue.** Any action to enforce this MDA shall be brought only in the Third District Court for the State of Utah, Salt Lake Town Division.

14. **Entire Agreement.** This MDA, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all parties.

15. **Recordation and Running with the Land.** This MDA shall be recorded in the chain of title for the Project. This MDA shall be deemed to run with the land. The data disk of the Town's Vested Laws, Exhibit "C", shall not be recorded in the chain of title. A secure copy of Exhibit "C" shall be filed with the Town Recorder and each party shall also have an identical copy.

16. **Authority.** The parties to this MDA each warrant that they have all of the necessary authority to execute this MDA. Specifically, on behalf of the Town, the signature of the Town Manager of the Town is affixed to this MDA lawfully binding the Town pursuant to Resolution No. \_\_\_ adopted by the Town on April \_\_, 2017.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

DEVELOPER  
Western States Ventures, LLC

TOWN  
Town of Hideout

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By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to form and legality:

Attest:

\_\_\_\_\_  
Town Attorney

\_\_\_\_\_  
Town Recorder

**TOWN ACKNOWLEDGMENT**

STATE OF WASATCH        )  
                                  :ss.  
COUNTY OF SALT LAKE    )

On the \_\_\_\_ day of May, 2017, personally appeared before me \_\_\_\_\_ who being by me duly sworn, did say that he is the \_\_\_\_\_ of the Town of Hideout, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the Town by authority of its Town Council and said \_\_\_\_\_ acknowledged to me that the Town executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

Residing at: \_\_\_\_\_

**DEVELOPER ACKNOWLEDGMENT**

STATE OF UTAH        )  
                                  :ss.  
COUNTY OF SALT LAKE    )

On the \_\_\_\_ day of April, 2017, personally appeared before me Nate Brockbank, who being by me duly sworn, did say that he is the Manager of Western States Ventures, LLC, a Utah limited liability company and that the foregoing instrument was duly

authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

---

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

Residing at: \_\_\_\_\_



## TABLE OF EXHIBITS

Exhibit "A"	Legal Description of the Property
Exhibit "B"	Concept Plan
Exhibit "C"	Town's Vested Laws (coming)
Exhibit "D"	Long View Drive